

STEPHEN M. DONIGER (State Bar No. 179314)
stephen@donigerlawfirm.com
HOWARD S. HAN (State Bar No. 243406)
hhan@donigerlawfirm.com
DONIGER / BURROUGHS
603 Rose Avenue
Venice, California 90291
Telephone: (310) 590-1820

Attorneys for Plaintiff Star Fabrics, Inc.

JOHN C. ULIN (State Bar No. 165524)
John.Ulin@aporter.com
ERIC D. MASON (State Bar No. 259233)
Eric.Mason@aporter.com
LOUIS S. EDERER (*Pro Hac Vice*)
Louis.Ederer@aporter.com
MATTHEW T. SALZMANN (*Pro Hac Vice*)
Matthew.Salzmann@aporter.com
ARNOLD & PORTER LLP
777 South Figueroa Street, 44th Floor
Los Angeles, California 90017-5844
Telephone: (213) 243-4000

*Attorneys for Defendants Sweet People Apparel, Inc.
and Dillard's, Inc.*

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

STAR FABRICS, INC., a California
corporation,

Plaintiff,

v.

BIZZ, INC., a California corporation;
C'EST LA VIE, a business entity of
form unknown; SWEET PEOPLE
APPAREL, INC., a California
corporation; DILLARD'S, INC., a
Delaware corporation; and DOES 1-
10,

Defendants.

Case No.: 2:16-cv-02984-DMG-Ex

Hon. Dolly M. Gee

~~PROPOSED~~ STIPULATED
PROTECTIVE ORDER

DISCOVERY MATTER

1 Pursuant to Fed. R. Civ. P. 26(c), the parties to this lawsuit, through their
2 undersigned counsel, jointly submit this Stipulated Protective Order to govern the
3 handling of confidential information and materials produced in the course of
4 discovery or filed with the Court in this action.

5 **GOOD CAUSE STATEMENT**

6 It is the intent of the parties and the Court that information will not be
7 designated as confidential for tactical reasons in this case and that nothing shall be
8 designated without a good faith belief that there is good cause as to why such
9 information should not be part of the public record of this case. Examples of
10 confidential information that the parties may seek to protect from unrestricted or
11 unprotected disclosure include:

- 12 (a) Information that is the subject of a non-disclosure or
13 confidentiality agreement or obligation;
- 14 (b) The names, or other information tending to reveal the identity of a
15 party's suppliers, designers, distributors, or customers;
- 16 (c) Agreements with third-parties, including license agreements,
17 distributor agreements, manufacturing agreements, design
18 agreements, development agreements, supply agreements, sales
19 agreements, or service agreements;
- 20 (d) Research and development information;
- 21 (e) Proprietary engineering or technical information, including
22 product design, manufacturing techniques, processing
23 information, drawings, memoranda and reports;
- 24 (f) Information related to budgets, sales, profits, costs, margins,
25 licensing of technology or designs, product pricing, or other
26 internal financial/accounting information, including non-public
27 information related to financial condition or performance and
28 income or other non-public tax information;

- (g) Information related to internal operations including personnel information;
- (h) Information related to past, current and future product development;
- (i) Information related to past, current and future market analyses and business and marketing development, including plans, strategies, forecasts and competition; and
- (j) Trade secrets (as defined by the jurisdiction in which the information is located).

Unrestricted or unprotected disclosure of such confidential technical, commercial or personal information would result in prejudice or harm to the producing party by revealing the producing party's competitive confidential information, which has been developed at the expense of the producing party and which represents valuable tangible and intangible assets of that party. Additionally, privacy interests must be safeguarded. Accordingly, the parties respectfully submit that there is good cause for the entry of this Stipulated Protective Order.

The parties agree, subject to the Court's approval, that the following terms and conditions shall apply to this civil action.

1. Designated Material.

1.1 Information or material may be designated for confidential treatment pursuant to this Stipulated Protective Order by any party, person or entity producing or lodging it in this action (the "Designating Party"), if: (a) produced or served, formally or informally, pursuant to the Federal Rules of Civil Procedure or in response to any other formal or informal discovery request in this action; and/or (b) filed or lodged with the Court. All such information and material and all information or material derived from it constitutes "Designated Material" under this Stipulated Protective Order.

1.2 Unless and until otherwise ordered by the Court or agreed to in writing

1 by the parties, all Designated Materials designated under this Stipulated Protective
2 Order shall be used by the parties and persons receiving such Designated Materials
3 solely for conducting the above-captioned litigation and any appellate proceeding
4 relating thereto. Designated Material shall not be used by any party or person
5 receiving them for any business or any other purpose. No party or person shall
6 disclose Designated Material to any other party or person not entitled to receive
7 such Designated Material under the specific terms of this Stipulated Protective
8 Order. For purposes of this Stipulated Protective Order, “disclose” or “disclosed”
9 means to show, furnish, reveal or provide, indirectly or directly, any portion of the
10 Designated Material or its contents, orally or in writing, including the original or
11 any copy of the Designated Material.

12 2. Access to Designated Materials.

13 2.1 Materials Designated “CONFIDENTIAL”: Subject to the limitations
14 set forth in this Stipulated Protective Order, Designated Material may be marked
15 “CONFIDENTIAL” for the purpose of preventing the disclosure of information or
16 materials that the designating party in good faith believes is confidential. Before
17 designating any specific information or material “CONFIDENTIAL,” the
18 Designating Party’s counsel shall make a good faith determination that the
19 information warrants protection under Rule 26(c) of the Federal Rules of Civil
20 Procedure. Such information may include, but is not limited to:

21 (a) The financial performance or results of the Designating Party,
22 including without limitation income statements, balance sheets, cash flow analyses,
23 budget projections, and present value calculations;

24 (b) Corporate and strategic planning by the Designating Party, including
25 without limitation marketing plans, competitive intelligence reports, sales
26 projections and competitive strategy documents;

27 (c) Names, addresses, and other information that would identify customers
28 or prospective customers, or the distributors or prospective distributors of the

1 Designating Party;

2 (d) Technical data, research and development data, and any other
3 confidential commercial information;

4 (e) Information used by the Designating Party in or pertaining to its trade
5 or business, which information the Designating Party believes in good faith has
6 competitive value, which is not generally known to others and which the
7 Designating Party would not normally reveal to third parties except in confidence,
8 or has undertaken with others to maintain in confidence;

9 (f) Information which the Designating Party believes in good faith falls
10 within the right to privacy guaranteed by the laws of the United States or California;
11 and

12 (g) Information which the Designating Party believes in good faith to
13 constitute, contain, reveal or reflect proprietary, financial, business, technical, or
14 other confidential information.

15 (h) The fact that an item or category is listed as an example in this or other
16 Sections of this Stipulated Protective Order does not, by itself, render the item or
17 category discoverable.

18 2.1.0 Materials designated "CONFIDENTIAL" may be disclosed only
19 to the following Designees:

20 2.1.0.1 Persons who appear on the face of Designated
21 Materials marked "CONFIDENTIAL" as an author, addressee, or recipient thereof;

22 2.1.0.2 Counsel retained as outside litigation attorneys of
23 record in this action, and their respective associates, clerks, legal assistants,
24 stenographic, videographic and support personnel, and other employees of such
25 outside litigation attorneys, and organizations retained by such attorneys to provide
26 litigation support services in this action and the employees of said organizations.

27 2.1.0.3 Consultants, including non-party experts and
28 consultants retained or employed by Counsel to assist in the preparation of the case,

1 to the extent they are reasonably necessary to render professional services in this
2 action, and subject to the disclosure requirements of Section 2.3. Each consultant
3 must sign an Acknowledgment of Stipulated Protective Order (pursuant to Section 3
4 below), and agree to abide by its provisions, and will submit to the jurisdiction of
5 this Court regarding the enforcement of the provisions of this Stipulation.

6 2.1.0.4 A party's officers and/or employees, which may
7 include in-house counsel.

8 2.1.0.5 The Court, its clerks and secretaries, and any court
9 reporter retained to record proceedings before the Court.

10 2.2 Materials Designated "HIGHLY CONFIDENTIAL – ATTORNEYS'
11 EYES ONLY": Subject to the limitations in this Stipulated Protective Order,
12 Designated Materials may be marked "HIGHLY CONFIDENTIAL –
13 ATTORNEYS' EYES ONLY" for the purpose of preventing the disclosure of
14 information or materials which, if disclosed to the receiving party, might cause
15 competitive harm to the Designating Party. Information and material that may be
16 subject to this protection includes, but is not limited to, trade secrets, technical
17 and/or research and development data, intellectual property, financial, marketing
18 and other sales data, and/or information having strategic commercial value
19 pertaining to the Designating Party's trade or business. Nothing in Section 2.1 shall
20 limit the information or material that can be designated "HIGHLY
21 CONFIDENTIAL – ATTORNEYS' EYES ONLY" under this Section. Before
22 designating any specific information "HIGHLY CONFIDENTIAL –
23 ATTORNEYS' EYES ONLY," the Designating Party's counsel shall make a good
24 faith determination that the information warrants such protection.

25 2.2.0 Materials designated "HIGHLY CONFIDENTIAL –
26 ATTORNEYS' EYES ONLY" may be disclosed only to the following Designees:
27
28

1 2.2.0.1 Persons who appear on the face of Designated
2 Materials marked “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” as
3 an author, addressee, or recipient thereof;

4 2.2.0.2 Counsel for the parties to this action, as defined in
5 Section 2.1.2;

6 2.2.0.3 One party officer (including in-house counsel) who
7 submits an Acknowledgement of Stipulated Protective Order pursuant to Section 3,
8 and agrees that any such materials will not be utilized for any competitive business
9 purpose;

10 2.2.0.4 Consultants for the parties to this action, as defined
11 in Section 2.1.3;

12 2.2.0.5 The Court, its clerks and secretaries, and any court
13 reporter retained to record proceedings before the Court; and

14 2.2.0.6 Court reporters retained to transcribe depositions.

15 2.3 If any party wishes to disclose information or materials designated
16 under this Stipulated Protective Order as “HIGHLY CONFIDENTIAL –
17 ATTORNEYS’ EYES ONLY” to any Consultant, it must first identify that
18 individual to the Counsel for the Designating Party and submit an
19 Acknowledgement of Stipulated Protective Order pursuant to Section 3.

20 2.4 Legal Effect of Designation. The designation of any information or
21 materials as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
22 EYES ONLY” is intended solely to facilitate the conduct of this litigation. Neither
23 such designation nor treatment in conformity with such designation shall be
24 construed in any way as an admission or agreement by any party that the
25 Designated Materials constitute or contain any trade secret or confidential
26 information. Except as provided in this Stipulated Protective Order, no party to this
27 action shall be obligated to challenge the propriety of any designation, and a failure
28 to do so shall not preclude a subsequent attack on the propriety of such designation.

1 2.5 Nothing herein in any way restricts the ability of the receiving party to
2 use "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
3 ONLY" material produced to it in examining or cross-examining any employee or
4 consultant of the Designating Party.

5 3. Acknowledgment of Stipulated Protective Order. Each Consultant and
6 Party officer as defined in Sections 2.1.3 and 2.2.3, to whom any Designated
7 Materials will be disclosed shall, prior to disclosure of such material, execute the
8 Acknowledgement of Stipulated Protective Order in the form attached hereto as
9 Exhibit A. Counsel who makes any disclosure of Designated Materials shall retain
10 each executed Acknowledgement of Stipulated Protective Order and shall circulate
11 copies to all Counsel for the opposing party concurrently with the identification of
12 the Consultant and/or Party officer to the attorneys for the Designating Party
13 pursuant to Section 2.3.

14 4. Use of Designated Materials by Designating Party. Nothing in this
15 Stipulated Protective Order shall limit a Designating Party's use of its own
16 information or materials, or prevent a Designating Party from disclosing its own
17 information or materials to any person. Such disclosure shall not affect any
18 designations made pursuant to the terms of this Stipulated Protective Order, so long
19 as the disclosure is made in a manner that is reasonably calculated to maintain the
20 confidentiality of the information.

21 5. Manner of Designating Written Materials.

22 5.1 Documents, discovery responses and other written Designated
23 Materials shall be designated as "CONFIDENTIAL" or "HIGHLY
24 CONFIDENTIAL – ATTORNEYS' EYES ONLY" whether in whole or in part, as
25 follows.

26 5.2 The producing party shall designate materials by placing the legend
27 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
28 ONLY" on each page so designated prior to production. If the first or cover page of

1 a multi-page document bears the legend "CONFIDENTIAL" or "HIGHLY
2 CONFIDENTIAL – ATTORNEYS' EYES ONLY" the entire document shall be
3 deemed so designated, and the absence of marking each page shall not constitute a
4 waiver of the terms of this Order. If the label affixed to a computer disk containing
5 multiple files bears the legend "CONFIDENTIAL" or "CONFIDENTIAL –
6 ATTORNEYS' EYES ONLY" the entire disk shall be deemed so protected, and the
7 absence of marking of each file shall not constitute a waiver of the terms of this
8 Order.

9 5.3 A designation of "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL
10 – ATTORNEYS' EYES ONLY" as to any item, thing or object that cannot
11 otherwise be categorized as a document, shall be made: (1) by placing the legend
12 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
13 ONLY" on the thing, object or container within which it is stored; or (2) by
14 specifically identifying, in writing, the item and the level of confidentiality
15 designation, where such labeling is not feasible.

16 5.4 When a party wishes to designate as "CONFIDENTIAL" or "HIGHLY
17 CONFIDENTIAL – ATTORNEYS' EYES ONLY" materials produced by someone
18 other than the Designating Party (a "Producing Party"), such designation shall be
19 made:

20 5.4.1 Within seven (7) business days from the date that the
21 Designating Party receives copies of the materials from the producing or disclosing
22 entity; and

23 5.4.2 By notice to all parties to this action and to the Producing Party,
24 if such party is not a party to this action, identifying the materials to be designated
25 with particularity (either by production numbers or by providing other adequate
26 identification of the specific material). Such notice shall be sent by email and
27 regular mail.

28 5.4.3. A party shall be permitted to designate as "CONFIDENTIAL" or

1 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” material produced
2 by a Producing Party only where:

3 (a) The material being produced was provided to or developed
4 by such Producing Party under a written confidentiality agreement with the
5 Designating Party; and

6 (b) The material being produced would be considered
7 confidential material of the Designating Party under Section 2.1 of this Agreement if
8 it were in the possession of the Designating Party.

9 5.5 Upon notice of designation of materials as “CONFIDENTIAL” or
10 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”, all persons
11 receiving notice of the requested designation of materials shall:

12 5.5.1 Make no further disclosure of such Designated Material or
13 information contained therein, except as allowed in this Stipulated Protective Order;

14 5.5.2 Take reasonable steps to notify any persons known to have
15 possession of or access to such Designated Materials of the effect of such
16 designation under this Stipulated Protective Order; and

17 5.5.3 If “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
18 ATTORNEYS’ EYES ONLY” material or information contained therein is
19 disclosed to any person other than those entitled to disclosure in the manner
20 authorized by this Stipulated Protective Order, the party responsible for the
21 disclosure shall, immediately upon learning of such disclosure, inform the
22 Designating Party in writing of all pertinent facts relating to such disclosure, and
23 shall make every effort to prevent further disclosure by the unauthorized person(s).

24 6. Manner of Designating Deposition Testimony.

25 6.1 Deposition transcripts and portions thereof taken in this action may be
26 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
27 ATTORNEYS’ EYES ONLY” during the deposition or after, in which case the
28 portion of the transcript containing Designated Material shall be identified in the

1 transcript by the Court Reporter as "CONFIDENTIAL" or "HIGHLY
2 CONFIDENTIAL – ATTORNEYS' EYES ONLY." The designated testimony
3 shall be bound in a separate volume and marked by the reporter accordingly.

4 6.2 Where testimony is designated during the deposition, the Designating
5 Party shall have the right to exclude, at those portions of the deposition, all persons
6 not authorized by the terms of this Stipulated Protective Order to receive such
7 Designated Material.

8 6.3 Within thirty (30) days after a deposition transcript is certified by the
9 court reporter, any party may designate pages of the transcript and/or its exhibits as
10 Designated Material. During such thirty (30) day period, the transcript in its
11 entirety shall be treated as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
12 ONLY". If any party so designates such material, the parties shall provide written
13 notice of such designation to all parties within the thirty (30) day period.

14 Designated Material within the deposition transcript or the exhibits thereto may be
15 identified in writing by page and line, or by underlining and marking such portions
16 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
17 ONLY" and providing such marked-up portions to all counsel.

18 7. Copies. All complete or partial copies of a document that disclose
19 Designated Materials shall be subject to the terms of this Stipulated Protective
20 Order.

21 8. Court Procedures.

22 8.1 Disclosure of Designated Material to Court Officials. Subject to the
23 provisions of this Section, Designated Material may be disclosed to the Court, Court
24 officials or employees involved in this action (including court reporters, persons
25 operating video recording equipment at depositions, and any special master, referee,
26 expert, technical advisor or Third-Party Consultant appointed by the Court), and to
27 the jury in this action, and any interpreters interpreting on behalf of any party or
28 deponent.

1 8.2 Filing Designated Materials with the Court. Nothing in this Order shall
2 vary the requirements for filing under Seal imposed by the Federal Rules of Civil
3 Procedure or the Local Rules of this Court. If a party wishes to file with the Court
4 any document, transcript or thing containing information which has been designated
5 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
6 ONLY" the Party shall designate the material as set forth herein and file it with the
7 Court in an application for filing under seal under the Local Rules of this Court, with
8 the material bearing the legend:

9 **"[CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS' EYES**
10 **ONLY] INFORMATION SUBJECT TO PROTECTIVE ORDER."**

11 The Application for Filing under Seal must show good cause for the under seal filing.
12 Filing the document under seal shall not bar any party from unrestricted use or
13 dissemination of those portions of the document that do not contain material
14 designated "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
15 EYES ONLY." If a filing party fails to designate information as
16 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
17 ONLY," any party who in good faith believes that designation and filing under seal is
18 required by this Stipulated Protective Order may move the Court to file said
19 information under seal within five (5) days of learning of the defective filing. Notice
20 of such designation shall be given to all parties. Nothing in this provision relieves a
21 party of liability for damages caused by failure to properly file Designated Material
22 under seal.

23 8.3 Retrieval of Designated Materials. The party responsible for lodging or
24 filing the Designated Materials shall be responsible for retrieving such Designated
25 Materials from the Court following the final termination of the action (including
26 after any appeals).

27 9. Objections

28 9.1 A party may challenge any designation under this Stipulated Protective

1 Order at any time, on the grounds that the information or material does not meet the
2 standards of Sections 1 and 2, by following the procedure of Local Rule 37 of this
3 Court.

4 9.2 The parties shall meet and confer in good faith prior to the filing of any
5 motion under this Section, and the prevailing party on any such motion shall be
6 entitled to recover reasonable attorneys' fees absent substantial justification for the
7 other party's position.

8 10. Client Communication. Nothing in this Stipulated Protective Order
9 shall prevent or otherwise restrict counsel from rendering advice to their clients and,
10 in the course of rendering such advice, relying upon the examination of Designated
11 Material. In rendering such advice and otherwise communicating with the client,
12 however, counsel shall not disclose any Designated Material, except as otherwise
13 permitted by this Stipulated Protective Order.

14 11. No Prejudice.

15 11.1 This Stipulated Protective Order shall not diminish any existing
16 obligation or right with respect to Designated Material, nor shall it prevent a
17 disclosure to which the Designating Party consented in writing before the disclosure
18 takes place.

19 11.2 Unless the parties stipulate otherwise, evidence of the existence or
20 nonexistence of a designation under this Stipulated Protective Order shall not be
21 admissible for any purpose during any proceeding on the merits of this action.

22 11.3 If any party required to produce documents contends that it
23 inadvertently produced any Designated Material without marking it with the
24 appropriate legend, or inadvertently produced any Designated Material with an
25 incorrect legend, the producing party may give written notice to the receiving party
26 or parties, including appropriately stamped substitute copies of the Designated
27 Material. If the parties collectively agree to replacement of the Designated
28 Material, then the documents will be so designated. Within five (5) business days

1 of receipt of the substitute copies, the receiving party shall return the previously
2 unmarked or mismarked items and all copies thereof. If the parties do not
3 collectively agree to replacement of the Designated Material, the producing party
4 shall comply with the procedure of Local Rule 37 in seeking protection for the
5 inadvertently produced material.

6 11.4 Neither the provisions of this Stipulated Protective Order, nor the filing
7 of any material under seal, shall prevent the use in open court, in deposition, at any
8 hearing, or at trial of this case of any material that is subject to this Protective Order
9 or filed under seal pursuant to its provisions. At deposition, the party using
10 Designated Material must request that the portion of the proceeding where use is
11 made be conducted so as to exclude persons not qualified to receive such
12 Designated Material. All confidentiality designations or legends placed pursuant to
13 this Stipulated Protective Order shall be removed from any document or thing used
14 as a trial exhibit in this case. The removal of such confidentiality designations or
15 legends under the preceding sentence shall not affect the treatment of such
16 documents and things as Designated Material under this Stipulated Protective
17 Order. Upon request of a party, the parties shall meet and confer concerning the use
18 and protection of Designated Material in open court at any hearing. Prior to the
19 pretrial conference, the parties shall meet and confer concerning appropriate
20 methods for dealing with Designated Material at trial.

21 11.5 Any inadvertent production of documents containing privileged
22 information shall not be deemed to be a waiver of the attorney-client privilege,
23 work product doctrine, or any other applicable privilege or doctrines. All parties
24 specifically reserve the right to demand the return of any privileged documents that
25 it may produce inadvertently during discovery if the producing party determines
26 that such documents contain privileged information. After receiving notice of such
27 inadvertent production by the producing party, the receiving party agrees to make
28

1 reasonable and good faith efforts to locate and return to the producing party all such
2 inadvertently produced documents.

3 12. Modification and Survival.

4 12.1 Modification. The parties reserve the right to seek modification of this
5 Stipulated Protective Order at any time for good cause. The parties agree to meet
6 and confer prior to seeking to modify this Stipulated Protective Order for any
7 reason. The restrictions imposed by this Stipulated Protective Order may only be
8 modified or terminated by written stipulation of all parties or by order of this Court.
9 Parties entering into this Stipulated Protective Order will not be deemed to have
10 waived any of their rights to seek later amendment to this Stipulated Protective
11 Order.

12 12.2 Trial. The parties understand that this Stipulated Protective Order does
13 not extend to trial of this Action. Once the case proceeds to trial, all of the
14 information that was designated "CONFIDENTIAL" or "HIGHLY
15 CONFIDENTIAL – ATTORNEYS' EYES ONLY" and/or kept and maintained
16 pursuant to the terms of this Stipulated Protective Order becomes public and will be
17 presumptively available to all members of the public, including the press, unless
18 good cause is shown to the district judge in advance of the trial to proceed
19 otherwise.

20 12.3 Survival and Return of Designated Material. This Stipulated Protective
21 Order shall survive termination of this action prior to trial of this action. Upon
22 final termination of the action prior to trial of this action, and at the written
23 request of the Designating Party, all Designated Material, including deposition
24 testimony, and all copies thereof, shall be returned to counsel for the
25 Designating Party (at the expense of the Designating Party) or (at the option
26 and expense of the requesting party) shall be destroyed (at the expense of the
27 Designating Party). Upon request for the return or destruction of Designated
28 Materials, counsel shall certify their compliance with this provision and shall

1 serve such certification to counsel for the Designating Party not more than
2 ninety (90) days after the written request to return or destroy Designated
3 Materials. Counsel who have submitted one or more Certificate(s) prepared
4 pursuant to Section 3 do not need to retain such Certificate(s) past the ninety
5 (90) day period. Notwithstanding the foregoing, Counsel for the parties to this
6 action are permitted to retain one copy set of all Designated Materials,
7 regardless of their designation, for archival purposes.

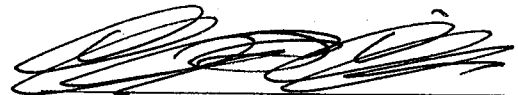
8 13. No Contract. This Stipulated Protective Order shall not be construed
9 to create a contract between the parties or between the parties and their
10 respective counsel.

11 14. Court's Retention of Jurisdiction. The Court retains jurisdiction after
12 final termination of the action prior to trial, to enforce this Stipulation.

13 15. Exception for Public Information. Nothing in this Stipulation shall be
14 deemed in any way to restrict the use of documents or information which are lawfully
15 obtained or publicly available to a party independently of discovery in this action,
16 whether or not the same material has been obtained during the course of discovery in
17 the action and whether or not such documents or information have been designated
18 hereunder. However, in the event of a dispute regarding such independent
19 acquisition, a party wishing to use any independently acquired documents or
20 information shall bear the burden of proving independent acquisition.

21
22 **IT IS SO ORDERED.**

23
24 Date: 11/7, 2016



Hon. Charles F. Eick
United States Magistrate Judge

1
2 Dated: November 7, 2016

By: /s/ Howard S. Han
Stephen M. Doniger
Howard S. Han
DONIGER /BURROUGHS

3
4
5 *Attorneys for Plaintiff Star Fabrics, Inc.*
6

7 Dated: November 7, 2016

By: /s/ Eric D. Mason
John C. Ulin
Eric D. Mason
Louis S. Ederer (*Pro Hac Vice*)
Matthew T. Salzmann (*Pro Hac Vice*)
ARNOLD & PORTER LLP

8
9
10
11
12 *Attorneys for Defendants Sweet People*
13 *Apparel, Inc. and Dillard's, Inc.*
14

15 Pursuant to Civil L.R. 5-4.3.4(a)(2)(i), the filer attests that all other
16 signatories listed, and on whose behalf this filing is submitted, concur in the
17 filing's content and have authorized the filing.
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

STAR FABRICS, INC., a California
corporation,

Plaintiff,

v.

BIZZ, INC., a California corporation;
C'EST LA VIE, a business entity of
form unknown; SWEET PEOPLE
APPAREL, INC., a California
corporation; DILLARD'S, INC., a
Delaware corporation; and DOES 1-
10,

Defendants.

Case No.: 2:16-cv-02984-DMG-Ex

Hon. Dolly M. Gee

ACKNOWLEDGMENT OF STIPULATED PROTECTIVE ORDER

I, _____ [print or type full name], of _____

[print or type full address], declare under penalty of perjury that I have read in its
entirety and understand the Protective Order that was issued by the United States
District Court for the Central District of California in the case of *Star Fabrics, Inc. v.
Bizz, Inc., et al.*, Case No. 2:16-cv-02984-DMG-Ex.

I agree to comply with and to be bound by all the terms of this Stipulated
Protective Order and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly promise
that I will not disclose in any manner any information or item that is subject to this
Stipulated Protective Order to any person or entity except in strict compliance with
the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action.

Dated: _____

(Signature)